

ELLIOTT & ELLIOTT, P.A.

ATTORNEYS AT LAW

721 OLIVE STREET

COLUMBIA, SOUTH CAROLINA 29205

selliott@elliottlaw.us

SCOTT ELLIOTT

TELEPHONE (803) 771-0555

FACSIMILE (803) 771-8010

August 10, 2010

VIA ELECTRONIC FILING

Jocelyn D. Boyd, Esquire
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210

RE: Application of Safari Communications, Inc. for Designation
as an Eligible Telecommunications Carrier
Docket No.: 2010-

Dear Ms. Boyd:

Enclosed please find for filing an Application of Safari Communications, Inc. for Designation as an Eligible Telecommunications Carrier. By copy of this letter, I am serving the Office of Regulatory Staff.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/jcl

Enclosures

cc: C. Dukes Scott, Esq. w/enc.
Lance J.M. Steinhart, Esq.

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF THE STATE OF SOUTH CAROLINA**

IN RE: APPLICATION OF)	
SAFARI COMMUNICATIONS, INC.)	
)	DOCKET NO. 2010-
FOR DESIGNATION AS AN ELIGIBLE)	
TELECOMMUNICATIONS CARRIER)	

**APPLICATION FOR DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER**

Safari Communications, Inc. ("Safari" or the "Applicant"), pursuant to Section 214(e)(2) of the Communications Act of 1934, as amended (the "Act")¹ and Sections 54.101 through 54.207 of the Rules of the Federal Communications Commission ("FCC"),² and the rules and regulations of the South Carolina Public Service Commission (the "Commission"), hereby applies to the Commission for designation as an Eligible Telecommunications Carrier ("ETC") throughout the BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T South Carolina") service territory (the "Designated Service Area") for the purpose of receiving federal universal service support. A list of each wire center for which the Applicant is requesting ETC status in the State of South Carolina is attached hereto as Exhibit 1. The Applicant is seeking only low income support, and is not requesting high cost support. As demonstrated below, Safari satisfies all of the statutory and regulatory requirements for designation as an ETC in the Designated Service Area. Furthermore, designation of Safari as an ETC in the Designated

¹ 47 U.S.C. § 214(e)(2).

² 47 C.F.R. §§ 54.101-54.207.

Service Area will serve the public interest. Accordingly, Safari respectfully requests that the Commission grant this Application.

All correspondence, communications, pleadings, notices, orders and decisions relating to this Application should be addressed to:

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
Attorney for Applicant
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Fax)
E-Mail: lsteinhart@telecomcounsel.com

With a copy to:

Applicant's local counsel:

Scott Elliott, Esq.
Elliott & Elliott, P.A.
1508 Lady Street
Columbia, SC 29201
(803) 771-0555 (Phone)
(803) 771-8010 (Fax)
E-Mail: selliott@elliottlaw.us

I. Background

1. Safari is a Florida Corporation.³ A copy of the Applicant's Articles of Incorporation is on file with the Commission and incorporated herein by reference. The Applicant was granted a Certificate of Public Convenience and Necessity to Provide Competitive Local Exchange Telecommunications Services within the State of South Carolina Pursuant to

³

Safari was incorporated in the State of Florida on July 13, 2009

Order No. 2010-477 issued in Docket No. 2010-104-C on July 15, 2010. The principal office of the Applicant is located at 4915 Dorothy Avenue, Sarasota, Florida 34235. The telephone number of the Applicant is (941) 685-3111. The Applicant's web site is www.safaricomm.net. The Applicant will provide local exchange and exchange access services in the Designated Service Area using either its own facilities or a combination of resale and unbundled network elements ("UNEs") obtained through agreements that allow end-to-end switching and delivery of calls.

2. As set forth in Section 214(e)(2) of the Act, the Commission "shall upon its own motion or upon request designate a common carrier that meets the requirements of [Section 214(e)(1)] as an eligible telecommunications carrier for a service area designated by the State commission."⁴ Upon designation as an ETC, the carrier shall be eligible to receive universal support in accordance with Section 254 of the Act.⁵

3. The requirements for designation as an ETC set forth in Section 214(e)(1) are that the carrier must:

- (A) offer the services that are supported by Federal universal support mechanisms under section 254(c), either using its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered by another eligible telecommunications carrier); and
- (B) advertise the availability of such services and the charges therefore using the media of general distribution.⁶

II. Safari Satisfies the Requirements for Designation as an ETC to Serve the Designated Service Area

⁴ 47 U.S.C. § 214(e)(2); *see* 47 C.F.R. § 54.201(b) (FCC Rules citing the Act's requirements).

⁵ 47 U.S.C. § 214(e)(1).

⁶ *Id.*

4. Safari is a common carrier as that term is defined in the Act.⁷ The Applicant will provide the supported services in the Designated Service Area pursuant to Order No. 2010-477 issued in Docket No. 2010-104-C, referenced above.

5. Safari will offer all of the supported services enumerated under Section 254(c) using either its own facilities or a combination of resale and its own facilities (including unbundled network elements). According to FCC Rules, facilities obtained as UNEs satisfy the requirement that an ETC provide the supported services using either its own facilities or a combination of its own facilities and resale of another carrier's services.⁸ Accordingly, the Applicant satisfies the requirement set forth in Section 214(e)(1)(A).

6. The services that are supported by Federal universal support mechanisms under section 254(c) are enumerated in the rules of the Federal Communications Commission ("FCC") at 47 C.F.R. § 54.101(a)(1)-(9). These services are:

a) Voice grade access to the public switched network. "Voice grade access" is defined as a functionality that enables a user of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal indicating there is an incoming call. For the purposes of this part, bandwidth for voice grade access should be, at a minimum, 300 to 3,000

⁷ See 47 U.S.C. § 153(10) ("the term 'common carrier' or 'carrier' means any person engaged as a common carrier for hire, in interstate or foreign communication by wire or radio or in interstate or foreign radio transmission of energy . . .").

⁸ Section 54.201(f) of the FCC's Rules states, "[f]or the purposes of this section, the term 'own facilities' includes, but is not limited to, facilities obtained as unbundled network elements pursuant to Part 51 of this chapter, provided that such facilities meet the definition of the term 'facilities' under this subpart." 47 C.F.R. § 54.201(f). The term "facilities" under Section 54.201 is defined as "any physical components of the telecommunications network that are used in the transmission or routing of the services that are designated for support pursuant to subpart B of this part." 47 C.F.R. § 54.201(e). Applicant's use of UNEs, including § 251 loops, or equivalents

Hertz. Applicant meets this requirement by providing voice-grade access to the public switched telephone network. Through its agreements with AT&T, all customers of Applicant are able to make and receive calls on the public switched telephone network within the specified bandwidth;

b) Local usage. "Local usage" means an amount of minutes of use of exchange service, prescribed by the FCC, provided free of charge to end users. Applicant includes specified quantities of usage in its rate plans and thereby complies with the requirement. It is important to note, that currently, there is no specific rule that requires an ETC to include any particular amount of local usage;

c) Dual tone multi-frequency signaling or its functional equivalent. "Dual tone multi-frequency" (DTMF) is a method of signaling that facilitates the transportation of signaling through the network, shortening call set-up time. Through its agreements with AT&T, Applicant provides DTMF signaling to its customers, which is the equivalent of that offered by the incumbent LECs to its customers;

d) Single-party service or its functional equivalent. "Single-party service" is telecommunications service that permits users to have exclusive use of a wireline subscriber loop or access line for each call placed, or, in the case of wireless telecommunications carriers, which use spectrum shared among users to provide service, a dedicated message path for the length of a user's particular transmission. Applicant meets the requirement of single-party service by providing a dedicated message path for the length of all customer calls;

thereof, commingled with § 271 elements provided pursuant to an agreement filed with the Commission pursuant to § 252, meets this definition of "facilities."

e) Access to emergency services. "Access to emergency services" includes access to services, such as 911 and enhanced 911, provided by local governments or other public safety organizations. 911 is defined as a service that permits a telecommunications user, by dialing the three-digit code "911," to call emergency services through a Public Service Access Point (PSAP) operated by the local government. "Enhanced 911" is defined as 911 service that includes the ability to provide automatic numbering information (ANI), which enables the PSAP to call back if the call is disconnected, and automatic location information (ALI), which permits emergency service providers to identify the geographic location of the calling party. "Access to emergency services" includes access to 911 and enhanced 911 services to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems. Through its agreements with AT&T, Applicant currently provides its subscribers access to 911 emergency services, and also provides Enhanced 911 services including Phase I and Phase II E911 services where requested by local public safety authorities ready to receive the information and where the local exchange carrier supports such services;

f) Access to operator services. "Access to operator services" is defined as access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call. Operator services are offered by Applicant;

g) Access to interexchange service. "Access to interexchange service" is defined as the use of the loop, as well as that portion of the switch

that is paid for by the end user, or the functional equivalent of these network elements in the case of a wireless carrier, necessary to access an interexchange carrier's network. Applicant provides long distance access to its customers;

h) Access to directory assistance. "Access to directory assistance" is defined as access to a service that includes, but is not limited to, making available to customers, upon request, information contained in directory listings. Applicant provides access to directory assistance to its customers; and

i) Toll limitation for qualifying low-income consumers. Toll limitation for qualifying low-income consumers is linked to participation in the Lifeline program, which Applicant will participate in and offer upon designation as an ETC. Applicant will use the appropriate toll limitation technology to provide this required service at no additional charge to Lifeline customers.

7. Upon designation as an ETC, Safari will participate in, and offer, LifeLine and Link-Up programs to qualifying low-income consumers and publicize the availability of Lifeline and Link-Up services in a manner reasonably designed to reach those likely to qualify for those services, as required by FCC Rules.⁹ The FCC has concluded that even pure resellers may qualify as an ETC and properly use universal service support for the purposes for which it was intended by offering reduced price Lifeline service.¹⁰

⁹ See 47 C.F.R. §§ 54.401-54.417; 54.405(b)& 54.411(d)..

¹⁰ See *Federal-State Joint Board on Universal Service, Petition of Tracfone Wireless, Inc.* 20 FCC Rcd 15095 (2005) (finding that because Lifeline support is customer-specific and is directly reflected in the price that the eligible customer pays, it is impossible for any carrier to receive a double recovery of the support).

8. Safari will advertise the availability of the above-referenced services and the charges for those services in the Designated Service Area using media of general distribution, as required by FCC Rules.¹¹

III. Area for Which ETC Designation Is Requested

9. Safari will serve the exchanges of AT&T South Carolina. Safari does not seek designation as an ETC in any areas served by rural telephone companies.

IV. Granting Safari's Application Will Serve the Public Interest

10. Congress requires that the Commission grant competitive ETC applications in non-rural areas.¹² No specific public interest test is mentioned, as is the case for areas served by rural telephone companies.¹³ Thus, the Act provides that the Commission "shall" designate Safari as an ETC upon finding that the company meets the nine-point list of services and that it agrees to advertise the supported services throughout the Designated Service Area. Notwithstanding, the designation of Safari as an ETC will serve the public interest.

11. A central purpose of the Telecommunications Act of 1996 was to "promote competition and reduce regulation ... [thereby securing] lower prices and higher quality services".¹⁴ Designation of Safari as an ETC would further these goals. Granting ETC status to Safari would allow the Applicant to obtain federal universal service support, which it will use to offer telecommunications services at competitive prices to consumers in the Designated Service Area.

¹¹ See 47 C.F.R. §§ 54.201(d)(2).

¹² See 47 U.S.C. 214(e)(2).

¹³ See *Id.*

¹⁴ The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, 56 (1996).

12. Safari will announce and advertise telecommunications services as an ETC where it provides service in its Designated Service Area in South Carolina and will publicize the availability of Lifeline and Link-Up services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income South Carolina residents will be made aware of the opportunities afforded to them under the Lifeline and Link-Up programs and will be able to take advantage of those opportunities by subscribing to Safari's service. Safari advertises its services through several different media of general distribution including (but not limited to) marketing at targeted retail locations, as well as advertisements via television, radio and trade magazines. . Since Safari's service is of particular interest to credit-challenged customers—many of whom are low income—who generally cannot obtain service from the incumbent carrier, the granting of ETC status is clearly in the public interest; access to Lifeline and Link-Up programs can be critically important to a significant portion of the eligible low income consumers. To Applicant's knowledge, Lifeline and Link-Up services are not being sufficiently advertised and made available to eligible low income consumers in the Designated Service Area. Statistics suggest that there are many eligible customers who are not yet aware of the programs. According to the best data available to Applicant, as of December 31, fewer than 20% of consumers eligible for Lifeline and Linkup Services in the State of South Carolina were being provided such services.¹⁵ The FCC's own statistics show how additional efforts are needed to promote awareness of the programs. On September 14, 2009 the FCC noted how Lifeline and Link Up programs have been active for years but at least half of eligible consumers

¹⁵ See attached Exhibit 5, 2006 Lifeline Participation Rates by State, which was obtained from the Universal Service Administrative Company ("USAC"), an independent not-for-profit corporation designated as the administrator of the federal Universal Service Fund by the Federal Communications Commission (FCC). USAC administers Universal Service Fund (USF) programs for high cost companies serving rural areas, low-income consumers, rural health care providers, and schools and libraries. Also attached is an FCC News Release dated September 14, 2009.

nationwide do not take advantage of this assistance.¹⁶ When additional carriers enter the market with programs designed specifically for such customers, it increases the likelihood that eligible customers will become generally aware of these valuable options for telecommunications service.

¹⁶

Exhibit 3 includes the FCC's News Release.

13. Safari will provide universal service as an ETC in all of its Designated Service Area.

14. Safari is willing to accept carrier of last resort obligations throughout the universal service areas in which Safari is designated as an ETC by the Commission.

15. Safari is aware that it may seek USF funding only with respect to those customers that it serves through the use of its own facilities (including unbundled network elements or equivalent facilities).

16. Safari will provide equal access to interexchange service.

17. Under FCC guidelines, an ETC Applicant must submit a five-year plan that describes with specificity proposed improvements or upgrades to the applicant's network on a wire center-by-wire center basis throughout its proposed Designated Service Area. This guideline has no application where an applicant's requested ETC serving territory would qualify it to receive no "high cost" USF support, but only "low income" USF support. Because Linkup seeks ETC designation solely for purposes of reimbursement for provision of subsidized Lifeline and Link-Up services to eligible customers, submission of a Five-Year Network Improvement Plan is not required. Since Lifeline support is designed to reduce the monthly cost of telecommunications services for eligible consumers, and is distributed on a per-household basis and is directly reflected in the price that the eligible customer pays, it is assured that all support received by the carrier is used to provide Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to low income users, which is clearly in the public interest.

18. Applicant offers a local usage plan which includes unlimited local calling as set forth in its tariff, comparable to the one offered by AT&T in the Designated Service Area.

Applicant will offer a local usage plan with unlimited calling within the customer's local calling area for a flat monthly fee with the same calling scope as AT&T South Carolina.

19. Under FCC guidelines, an ETC Applicant must demonstrate that it will satisfy applicable consumer protection and service quality standards. 47 CFR §54.202(a)(3); *see In the Matter of Federal-State Joint Board on Universal Service*, Report and Order, CC Dkt. No. 96-45, 20 FCC Rcd 6371, para. 28 (2005) (FCC ETC Order). As part of its certification requirements for providing local exchange services, Applicant will abide and satisfy all such service quality and consumer protection rules under 103-690 C(a)(1)(C)(3), including filing quality of service reports with the Commission. In addition, Applicant commits to reporting information on consumer complaints per 1,000 lines on an annual basis consistent with the FCC ETC Order. Applicant in general commits to satisfying all such applicable state and federal requirements related to consumer protection and service quality standards.

20. Under FCC guidelines, an ETC Applicant must demonstrate its ability to remain functional in emergency situations. 47 CFR §54.202(a)(2); *see* FCC ETC Order at para. 25.

Applicant will provide to its customers the same ability to remain functional in emergency situations as currently provided by AT&T to its own customers, including access to a reasonable amount of back-up power, rerouting of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations.

21. Under FCC guidelines, an ETC Applicant must commit to provide service throughout its proposed designated service area to all customers making a reasonable request for service. FCC ETC Order at Para 22; 47 CFR §54.202(a)(1)(i). Applicant commits to provide service throughout its proposed ETC-designated service area to all customers making a reasonable request for service.

22. By this application, Applicant hereby asserts its willingness and ability to comply with all the rules and regulations that the Commission may lawfully impose upon Applicant's provision of service contemplated by this application.

Applicant has requested ETC designation in wire centers located throughout the service area of AT&T, a non-rural carrier. Additionally, Applicant has limited its requested USF support to the federal USF low income support program. Applicant certifies that all low income USF funding it receives will be used to provide a credit to its Lifeline and Link-up eligible customers, consistent with 47 CFR 54.403.

Applicant agrees to include in its quarterly Service Quality Report the number and justification of applications held for more than 30 days and the number and justification of applications that were denied. Safari will only seek direct low income support from the Federal Universal Service Fund for those lines provided through the use of its own facilities or through a combination of its own facilities and the leased facilities of another carrier. Applicant also agrees to report quarterly the percentage of consumers offered Lifeline via resale versus commercial agreements.

Applicant agrees to utilize the same qualifying criteria for Lifeline and Link-up as is offered in the AT&T territory (eligibility for TANF, Food Stamps, and Medicaid).

Applicant agrees to provide Lifeline customers an additional \$3.50 credit in order that the federal matching monies can be maximized. This will yield a Lifeline credit of \$13.50 per month which is consistent with the credit offered throughout AT&T service area.

Applicant agrees that it will abide by all advertising and reporting and verification requirements established by the FCC and Commission.

Should Applicant seek designation as an ETC for high cost support, Applicant will file an additional and separate application with the Commission that addresses all applicable state and federal laws, rules and regulations, including, but not limited to, an appropriate build-out plan that includes the use of its own facilities in addition to those obtained through commercial agreements to provide services to un-served areas.

The Applicant's two-year plan that describes the carrier's plans for advertising and outreach programs for identifying, qualifying and enrolling eligible participants in the Lifeline and Link Up programs is attached as Exhibit 2. The Applicants lifeline tariff revisions are attached hereto as Exhibit 3.

Applicant shall comply with all applicable state and federal laws, rules, and regulations regarding ETC designation and reporting requirements.

Applicant's certification to comply with 26 S.C. Code Regs. 103-690 C (a)(1) is attached as Exhibit 4.

23. Upon Commission request, Applicant is prepared to answer questions or present additional testimony or other evidence about its services within the state.

V. Relief Requested

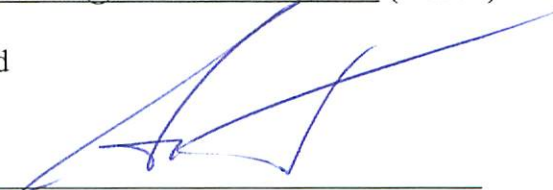
For the foregoing reasons, Safari respectfully requests that the Commission grant its application and designate the Applicant as an ETC for the Designated Service Area.

Respectfully submitted this 10th day of August, 2010.

By: 
Lance J.M. Steinhart, Esq.

Lance J.M. Steinhart, P.C.
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Fax)
lsteinhart@telecomcounsel.com (E-mail)

and

By: 
Scott Elliott, Esq.

Elliott & Elliott, P.A.
721 Olive Street
Columbia, SC 29205
(803) 771-0555 (Phone)
(803) 771-8010 (Fax)
selliott@elliottlaw.us (E-mail)

Its Attorneys

Exhibit 1

Wire Centers

Company	Switch
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLVRSCESRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BMBRSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SPFDSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JHTNSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BAVLSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	EOVRSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSA773
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	AIKNSCMAXMD
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PRSRSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NWBYSMA27E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CMDNSCLGRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ORBGSCMA53E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BRWLSCBERS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ALDLSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BATHSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BTBGSCMA53E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	EDFDSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	AIKNSCMA64E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NWELSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GIVLSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	YORKSCMA68F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WHTMSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CMDNSCMA43F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCPARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSCRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCDF78E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSH77E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCAR75E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSU78E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DNMKSCESRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WCLMSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LKWLSCRSRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCCH78E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BHISSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSA77E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HCGVSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SHRNSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCBQRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSW79E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHAPSCCLRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NAGSSCMA27E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSCRS2
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GSTANCSO85G
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSN25E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLMASCSN79F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	RWLDNCMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GBSNNCMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	TMVLSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MARNSCBNRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SCHLSCESRS1

BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DRTNSCMA39F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCBE5MD
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MARNSCMA42E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BEVLSCMA47E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MCCLSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MLNSSCWP46E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BLNHSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCJN55E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLIOSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FLBHSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	STGRSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LATTSCLSRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LKVWSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCWA85E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCJM79E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DLLNSCMA77E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCWA55E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HTVLSCMA33E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCDP82E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SBRKSCSKRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	EDBHSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SUVLSCMA87E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ISPLSCISRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHRWSCES53E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCLB55E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MNPLSCES88F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCDT72E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHTNSCNO74F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FLRNSCMA66F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNVLSCWPRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ARSNSCTVRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ARSNSCAHRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BETNSCMA33E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HNPWSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNVLSCBE24E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNVLSCCR27E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CWPNSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	UNINSCMA42E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PCLTSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LYMNSCIP433
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SPBGSCHW50E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SPBGSCCV57E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FNVLSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SPBGSCWV57E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNVLSCWE26E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNVLSCCH24E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CENTSCWSRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PNTNSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WMNSSCESRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JNVLSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JONNSCESRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WLHLSCESRS1

BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SPBGSCBS57E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	TRRSSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MRTTSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BLBGSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LBRTSCMA84E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PDMTSCESRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLSNSCMA65E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ESLYSCMA85E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FNINSCES86F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SXMLSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PCKNSCES87E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GFNYSCMA48F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GRVRNCMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CLTNSCMA83E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SALMSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WMTNSCPW84F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SPBGSCMA57E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LYMNSCES43E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ARSNSCMA22F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	TKNASCSTRS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNVLSCDT23F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BLRGSCMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SENCSCMA88E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GNVLSCWR28F
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GRERSCMA87F

Exhibit 2

Lifeline and Link Up Advertising and Outreach Plan

LIFELINE AND LINK UP
ADVERTISING AND OUTREACH PLAN
Of
SAFARI COMMUNIATIONS, INC.
For The
STATE OF SOUTH CAROLINA

SAFARI COMMUNIATIONS, INC.

TABLE OF CONTENTS

SUMMARY	3
BACKGROUND	3
ADVERTISING AND OUTREACH PLAN.....	3
I. Advertising and Outreach to Existing Customer Base	4
II. Advertising and Outreach to New Customers	4
A. Web Based	4
B. Governmental Agencies	5
C. Print Media	5
D. Broadcast Media	6
III. Qualification and Enrollment	6
IV. Verification of Continued Eligibility	7

SUMMARY

Safari Communications, Inc. has developed this Advertising Plan (the "Plan") in compliance with Chapter 103-690 of the South Carolina Code of Regulations (Unannotated), which requires

carriers who are “seeking ETC designation for the purposes of participation in the Lifeline and Link Up programs” to “submit a two-year plan that describes the carrier’s plans for advertising and outreach programs for identifying, qualifying, and enrolling eligible participants in the lifeline and Link Up programs”. In accordance with state and federal requirements, Safari will “Publicize the availability of Lifeline service in a manner reasonable designed to reach those likely to qualify for the service”¹⁷.

Implementation of the Company’s Advertising Plan will commence upon designation as an Eligible Telecommunications Carrier (“ETC”) and will continue for a term no less than twenty-four (24) months from the date that the approval order becomes effective.

BACKGROUND

Safari Communications, Inc. (“Safari”, the “Company”) is an Florida Corporation¹⁸ and is authorized to conduct business as a foreign Corporation in the State of South Carolina. Safari was granted a Certificate of Public Convenience and Necessity to Provide Competitive Local Exchange Telecommunications Services within the State of South Carolina Pursuant to Order No. 2010-477 issued in Docket No. 2010-104-C on July 15, 2010. The Company’s principle office is located at 4915 Dorothy Avenue, Sarasota, Florida 34235.

Safari provides local exchange and exchange access service in the AT&T exchanges of South Carolina using a combination of resale and unbundled network elements (UNEs) or unbundled network element equivalents obtained through agreements with the underlying carrier. These agreements allow the Company to provide end-to-end switching and delivery of calls.

ADVERTISING AND OUTREACH PLAN

The Advertising and Outreach Plan of the Company is structured to promote maximum visibility of the Lifeline and Link Up programs throughout the State of South Carolina. Safari will use advertising mediums that have a proven track record of effectively identifying, informing, and educating current and potential subscribers of the Lifeline and Link Up programs thereby increasing consumer awareness and the overall penetration of Lifeline and Link Up subscribership in South Carolina. The Company will begin implementation of its Advertising and Outreach Plan throughout the AT&T exchanges in the State of South Carolina upon designation as an ETC, which will continue for a period of no less than 24 months.

¹⁷ CFR 47 § 54.405(b)

¹⁸ Safari was incorporated in the State of Florida on July 13, 2009.

I. Advertising and Outreach to Existing Customer Base

Upon designation as an Eligible Telecommunications Carrier ("ETC") in the State of South Carolina, Safari will implement its Advertising Plan by contacting the Company's existing customer base.

This goal of this phase of the Advertising Plan will be two-fold. The first goal is to inform existing customers not only of the availability of Lifeline and Link Up, but also of the savings that eligible consumers can anticipate.

The second goal is to educate customers as to the eligibility requirements for participation in the Lifeline and Link Up programs.

To accomplish these goals, Safari will utilize USACs Consumer Outreach Lifeline and Link Up letter, a copy of this which is included with this Plan and is labeled as Attachment 1. A copy of this notification will be included by the Company as a billing insert. Approximately 30 days after the billing insert has been sent, Safari will send a stand-alone notice of the same, via U.S. mail, to each active non-responding customer.

Approximately 60 days after the billing insert has been sent, the Company's customer service representatives will begin contacting customers who have not responded to either mailing in an effort to make the existence of and the eligibility requirements for this vital low-income program known.

Safari anticipates that the expected implementation period for this phase of the Company's Advertising Plan to will take approximately three (3) months.

II. Advertising and Outreach to New Customers

A. Governmental Agencies

Safari will coordinate its outreach efforts with and provide advertising materials to governmental agencies and other organizations that administer relevant governmental assistance programs and cater to those likely to qualify for support. Currently, the Company's advertising plans call for it to coordinate advertising and outreach efforts with organizations such as:

Social Service Agencies
Community Centers
Local Counsel on Aging Centers
United Way
AARP

Implementation of this phase will begin upon completion of the Company's Outreach to its existing customer base and will be ongoing in nature. Safari expects that it will take approximately twelve (12) months to make outreach materials fully available throughout the designated service area.

B. Print Media

Safari will begin print advertising using a media of general distribution. Specifically, the Company will begin by advertising the availability of Lifeline and Link Up in the designated area through free publications such as the Dollar Saver and Thrifty Nickel. These publications, and others like it, are available without cost or subscription requirements and are widely distributed throughout the State of South Carolina. As such, Safari believes that this form of advertisement to not only be effective but is consistent with the requirements of §54.405 and 54.411, which require ETCs to publicize the availability of Lifeline and Link Up service in a manner reasonable designed to reach those likely to qualify for the support.

Implementation will begin upon completion of the Company's Governmental Outreach campaign and will take approximately six (6) months to fully implement in all of the designated service area. Once in place, Safari will continue its print media advertisement on an ongoing basis.

C. Broadcast Media

Safari will implement a brisk and consistent broadcast advertising campaign throughout South Carolina. Implementation of this phase of the Company's advertising and outreach campaign will commence with advertising on broadcast TV stations in lieu of cable TV due to the lack of low-income viewership.

Current broadcast plans call for the Company to begin advertising on broadcast TV stations throughout the State of South Carolina. In addition, the Company will specifically target stations with affiliate TV and Radio stations.

Implementation will begin upon completion of the Company's Print Media Campaign. Safari anticipates that it will take approximately six (6) months to fully implement its Broadcast Outreach in all of the designated service area. Like the Company's print media campaign, Safari anticipates that its broadcast advertising campaign will continue unabated.

III. Qualification and Enrollment

Lifeline is a program that provides eligible consumers with a monthly recurring discount, off of the rate for basic local exchange service, of up to \$13.50.

Link Up provides eligible consumers with a 50%, up to \$30.00, off of the cost associated with connecting local exchange service.

Consumers are eligible for Lifeline and Link Up support if they participate in one of the following State approved needs-based programs:

- Food Stamps
- Medicaid
- Family Independence (TANF)

Safari has developed a compliance manual, which provides detailed information of the specific requirements for eligibility in Lifeline and Link Up on a state-by-state basis.

All advertising and outreach materials will direct consumers to call Safari at toll free (888) 350 3297. The Company's customer service representatives will assist consumers to determine if they are eligible for Lifeline and Link up benefits. When a customer is deemed eligible, representatives will send, by fax, email, or U.S. mail, a copy of the Company's self-certification form. This form allows customers to self-certify, under penalty of perjury, that they meet the need-based eligibility requirements of the State. In addition, Safari requires all customers to provide documentation of proof of eligibility, which can be in the form of a copy of the customers Medicaid card, Food Stamp card, or certification from the appropriate State Department. Eligible customer accounts will be enrolled in Lifeline and applicable Lifeline and Link Up credits will be provided after proof of eligibility has been received by the Company.

IV. Verification of Continued Eligibility

The FCC has recommended that all states, including federal default states, be required to establish procedures to verify a consumers' continued eligibility in the Lifeline program under Program Based Eligibility criteria, which could include, but would not necessarily be limited to, random beneficiary audits, periodic submission of documents, or annual self-certification. However, to date, no clear-cut method of verification has been established. For example, in some states, the ETC is responsible for verifying the consumer's continued eligibility, while other states require their state agencies to devise procedures for eligibility verification. Still another state establishes eligibility verification procedures that involve state agency and carrier participation.

As such, Safari has elected to follow the FCC's recommendation that ETCs be required to verify annually the continued eligibility of a statistically valid sample of their Lifeline subscribers. Under this program, ETCs are free to verify directly with a state that particular subscribers continue to be eligible by virtue of participation in a qualifying program. Alternatively, to the extent ETCs cannot obtain the necessary information from the state, they may survey the subscriber directly and provide the results of the sample to USAC.

Subscribers who are subject to this form of verification and who qualify under Program Based Eligibility criteria must prove their continued eligibility by presenting in person or sending a copy of their Medicaid card or other Lifeline-qualifying public assistance card and self-certifying, under penalty of perjury, that they continue to participate in the Lifeline-qualifying public assistance program.

Exhibit 4

Affidavit

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF ²³SARASOTA ^{MANATEE})

I, Thomas Peltier, being duly sworn upon oath, do hereby depose and state as follows:

1. My name is Name Peltier. I am employed by Safari Communications, Inc. ("Safari") as President. My business address is 4915 Dorothy Avenue, Sarasota, Florida 34235. I am authorized by Safari to make this Affidavit on its behalf, and it is given upon my personal knowledge. This Affidavit is given in support of the application to be designated as an Eligible Telecommunications Carrier.
2. On behalf of Safari, I declare the following:
 - (A) Safari will provide Lifeline and Link-up service in a timely manner throughout its designated service area upon reasonable request of an eligible consumer;
 - (B) Safari will offer the services that are supported by the federal universal service support mechanisms by using its own facilities or a combination of its own facilities and resale of another carrier's services;
 - (C) Safari will advertise in media of general distribution the availability of lifeline and link-up services and the applicable charges for such services.
 - (D) Safari will file a two -year advertising and outreach plan as required by the Commission promulgated rules prior to offering Life-Line and Link-up Services in the State of South Carolina.
 - (E) Safari acknowledges that the Federal Communications Commission may require it to provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access within the service area.
 - (F) Safari will provide service within a reasonable period of time, if the potential customer is within its licensed service area but outside its existing network coverage, if service can be provided at reasonable cost.

Thomas Peltier, President
of Safari Communications, Inc.

Subscribed and sworn to before me this 28 day of April, 2010.

Notary Public

My Commission expires:

OCTOBER 22, 2010

SC ETC App

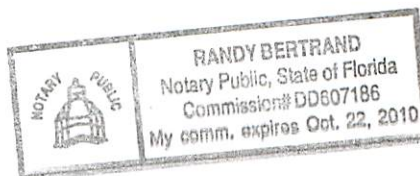
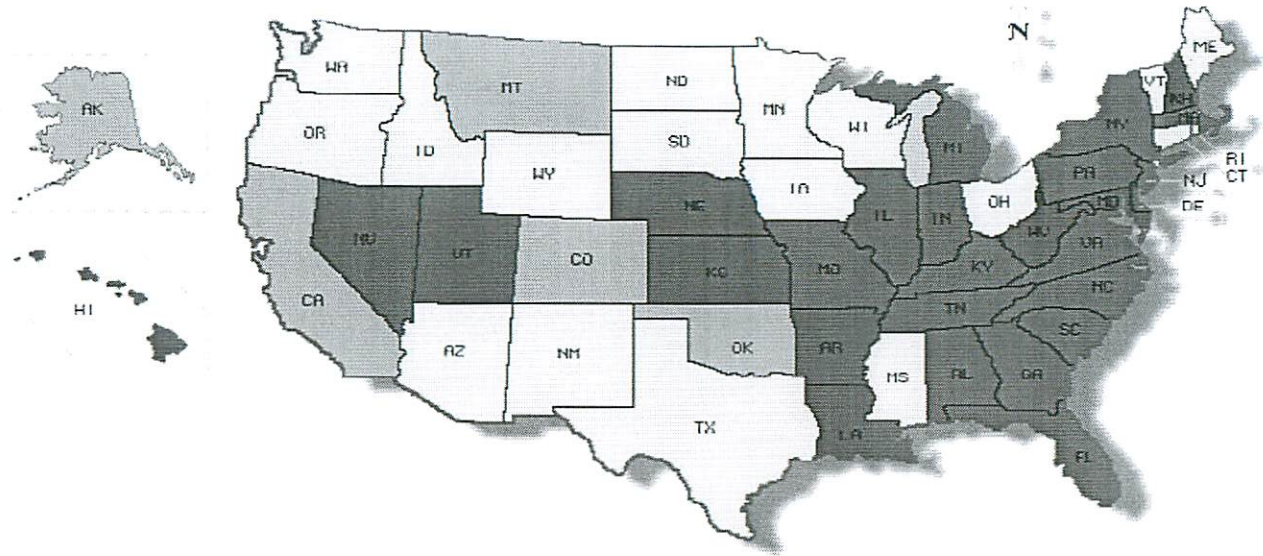


Exhibit 5

2008 Lifeline Participation Rates by State and FCC News Release

2008 Lifeline Participation Rates by State



6-10-69

Notes:

Due to the intricacy and range of criteria that are used to determine eligibility for the Lifeline program and the limitations of the data used, the methodology employed to create this map involves several estimates, assumptions, simplifications, and omissions. Therefore, the rates generated on this map should be treated as estimates only.

District of Columbia = Below 10%



NEWS

Federal Communications Commission
445 12th Street, S.W.
Washington, D. C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action.
See MCI v. FCC, 515 F.2d 385 (D.C. Cir. 1974).

FOR IMMEDIATE RELEASE:
September 14, 2009

NEWS MEDIA CONTACT:
Rosemary Kimball (202) 418-0511
Email: rosemary.kimball@fcc.gov

FCC SUPPORTS "NATIONAL LIFELINE AND LINK UP TELEPHONE DISCOUNT AWARENESS WEEK" - SEPTEMBER 14 - 20, 2009

WASHINGTON, DC -- Today, the Federal Communications Commission (FCC) joined the effort to call attention to the "National Lifeline and Link Up Telephone Discount Awareness Week," which takes place September 14 - 20, 2009. Various state and local agencies throughout the country will be participating with outreach activities and events. The "Lifeline" and "Link Up" programs provide financial assistance to low-income consumers in connecting a residential phone line and paying their monthly bill. The programs have been active for years and are administered by the FCC and state public utility commissions, but at least half of eligible consumers nationwide do not take advantage of this assistance.

"Lifeline" involves discounts on monthly charges for a primary residential telephone line, including wireless service. "Link Up" involves a discount on the cost of initiating the primary telephone service for a residence, including the activation of a wireless phone that serves as the primary residential telephone. The discounts are available throughout the country, including an enhanced discount on Tribal lands. In general, consumers at or below 135% of the federal poverty guidelines, or who participate in one or more of a number of other assistance programs, are eligible for Lifeline and Link Up.

To help call attention to the availability of these programs, the FCC joins the National Association of Regulatory Utility Commissioners (NARUC) and the National Association of State Utility Consumer Advocates (NASUCA), and urges government agencies and non-profit organizations to help disseminate information on Lifeline and Link Up to their constituents. More information about the programs and how to apply is available at www.lifeline.gov or <http://www.usac.org/li/low-income/apply-for-support.aspx>.

-- FCC --

Exhibit 6

Tariff

SAFARI COMMUNICATIONS, INC.
4915 Dorothy Avenue
Sarasota, Florida 34235

Original Page 1
South Carolina Tariff Number 2

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
Safari Communications, Inc.
(941) 385-3111
WITHIN THE STATE OF SOUTH CAROLINA**

Issued: March 17, 2010
Issued by:

Thomas Peltier, President
SAFARI COMMUNICATIONS, INC.
4915 Dorothy Avenue
Sarasota, Florida 34235

Effective: April 16, 2010

TABLE OF CONTENTS

Description

TABLE OF CONTENTS.....	1
CHECK SHEET	3
EXPLANATION OF SYMBOLS.....	4
APPLICATION OF TARIFF	5
1.0 - DEFINITIONS.....	6
2.0 - RULES AND REGULATIONS	10
3.0 - SERVICE AREAS.....	41
4.0 - SERVICE DESCRIPTIONS AND RATES.....	42
5.0 - LIFELINE PROGRAMS.....	50
6.0 -LINK-UP PROGRAMS.....	55

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
1	Original	26	Original	51	Original				
2	Original	27	Original	52	Original				
3	Original	28	Original	53	Original				
4	Original	29	Original	54	Original				
5	Original	30	Original	55	Original				
6	Original	31	Original	56	Original				
7	Original	32	Original						
8	Original	33	Original						
9	Original	34	Original						
10	Original	35	Original						
11	Original	36	Original						
12	Original	37	Original						
13	Original	38	Original						
14	Original	39	Original						
15	Original	40	Original						
16	Original	41	Original						
17	Original	42	Original						
18	Original	43	Original						
19	Original	44	Original						
20	Original	45	Original						
21	Original	46	Original						
22	Original	47	Original						
23	Original	48	Original						
24	Original	49	Original						
25	Original	50	Original						

Issued: March 17, 2010
Issued by:

Thomas Peltier, President
SAFARI COMMUNICATIONS, INC.
4915 Dorothy Avenue
Sarasota, Florida 34235

Effective: April 16, 2010

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

SAFARI COMMUNICATIONS, INC.
4915 Dorothy Avenue
Sarasota, Florida 34235

Original Page 5
South Carolina Tariff Number 2

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the prepaid local exchange telecommunications services provided by Safari Communications, Inc., to customers within the State of South Carolina.

Issued: March 17, 2010
Issued by:

Thomas Peltier, President
SAFARI COMMUNICATIONS, INC.
4915 Dorothy Avenue
Sarasota, Florida 34235

Effective: April 16, 2010

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - South Carolina Public Service Commission.

Company or Carrier - Safari Communications, Inc., unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

SECTION 1.0 – DEFINITIONS (CONT'D)

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

SECTION 1.0 – DEFINITIONS (CONT'D)

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF") - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

ORS - The South Carolina Office of Regulatory Staff.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

SECTION 1.0 – DEFINITIONS (CONT'D)

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Telephone Company - Used throughout this tariff to mean Safari Communications, Inc., unless clearly indicated otherwise by the text.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of South Carolina, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. Adjustment of Customer Billing will conform to SC Reg. 103-623.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the South Carolina Public Service Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the South Carolina Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with South Carolina Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Deposits will accrue interest annually at the rate per annum in accordance with South Carolina Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the South Carolina gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the South Carolina Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in South Carolina, or both, and are charged to a subscriber's telephone number or account in South Carolina.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then the Company will charge a maximum of one and one half percent (1 ½%) to the unpaid balance brought forward to cover the cost of collection and carrying accounts in arrears. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Office of Regulatory Staff in accordance with the Commission's rules and procedure. The address of the ORS is as follows:

Office of Regulatory Staff
State of South Carolina
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Local – (803) 737-5230
Toll Free Number – (800) 922-1531
Fax Number – (803) 737-4750
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.6 Payment Arrangements, (Cont'd)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.6 Payment Arrangements, (Cont'd)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.6 Payment Arrangements, (Cont'd)

2.6.6 Changes in Services Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Bad Check Charge

A service charge will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. The charge will not exceed the amount prescribed by SC Code Anns. 34-11-70. The Company's current charge is \$20.00..

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.7 Allowances for Interruptions in Service, (Cont'd)

2.7.1 General (Continued)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.7 Allowances for Interruptions in Service, (Cont'd)

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.7 Allowances for Interruption in Service, (Cont'd)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.7 Allowances for Interruption in Service, (Cont'd)

2.7.4 Application of Credits for Interruptions in Service, (Cont'd)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.7 Allowances for Interruption in Service, (Cont'd)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

2.10 Notices and Communications

2.10.2 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.10.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.10.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.11 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, in any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

SECTION 3.0 – SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) AT&T

3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the South Carolina Public Service Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in AT&T's South Carolina Local Exchange Service Tariff.

SECTION 4.0 SERVICE DESCRIPTIONS AND RATES

4.1 Local Exchange Service

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. The Company's local telephone service provides a Customer with the ability to connect to the underlying carrier's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service (where available through the underlying carrier);
- access operator services (as specified in Section 4.3);
- place call to toll free 8XX telephone numbers.

4.1.1 Service Area

The Company's service area incorporates all geographic regions-and exchanges currently served by the following underlying carrier:

Throughout the ILEC service areas within the State of South Carolina.

SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.1 Local Exchange Service (Cont'd)

4.1.1 Service Area (Cont'd)

Local calling Areas: Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the underlying carrier in the Customer's exchange area.

4.1.2 Local Line

- A. Standard Features: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
- B. Optional Features: A Local Line may order the following optional features, at the rate specified in Section 4.1.3

Call Waiting
Call Forwarding
Three Way Calling
Caller ID
Call Return
Non-Published Number
Inside Wiring

4.1.3 Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges.

SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.1 Local Exchange Service (Cont'd)

4.1.3 Local Line Rates and Charges (Cont'd)

Calling Plans (Monthly Recurring Charges)

A. Basic Package

Unlimited Local Calling		Max Rate
Monthly Charge:	\$36.50 (Non-Lifeline Customers)	\$73.00
	\$23.00 (Lifeline Customers)	\$46.00

B. Premier Package

Unlimited Local Calling		
Caller ID w/name		
Call Waiting		
Call Waiting ID		
Monthly Charge:	\$38.50 (Non-Lifeline Customers)	\$77.00
	\$25.00 (Lifeline Customers)	\$50.00

C. Complete Package

Unlimited Local Calling		
Caller ID w/name		
Call Waiting		
Call Waiting ID		
*69		
3-way		
Call Forwarding		
Monthly Charge:	\$48.50 (Non-Lifeline Customers)	\$97.00
	\$35.00 (Lifeline Customers)	\$70.00

SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.1 Local Exchange Service (Cont'd)

4.1.3 Local Line Rates and Charges (Cont'd)

<u>Non-Recurring Charges</u>		<u>Max Rate</u>
Set-Up Charge (local line)	\$60.00	\$120.00
Call Waiting	\$ 8.00 (per line)	\$16.00
Call Forwarding	\$ 8.00 (per line)	\$16.00
3 Way Calling	\$ 8.00 (per line)	\$16.00
Calling Number ID	\$10.00 (per line)	\$20.00
Toll Block	\$8.52 (per line)	\$17.02
<u>Recurring Charges - Monthly</u>		
Call Waiting	\$ 5.00 (per line)	\$10.00
Call Forwarding	\$ 5.00 (per line)	\$10.00
3 Way Calling	\$ 5.00 (per line)	\$10.00
Calling Number ID	\$10.00 (per line)	\$20.00
Inside Wiring	\$7.00 (per line)	\$14.00
Toll Block	\$5.12 (per line)	\$10.24

SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.2 Directory Assistance

Customers will access to Directory Assistance through 1-8XX toll free access.

4.3 Operator Assistance

Customers will have access to local operator services only within the limitations imposed by the presence of the underlying carrier's toll restriction and billed number screening services.

4.4 Directory Listings

The Company shall provide for a single directory listing in the telephone directory published by the underlying carrier in the Customer's exchange area.

4.4.1 In order for listings to appear in an upcoming directory, the Customer must subscribe to service from the Company in time to meet the directory-publishing schedule.

4.4.2 Directory listings are provided in connection with each Customer's service as specified herein:

A. Primary Listing: The listing shall include the first and last name of the Customer. The listing will also include the Customer's address.

B. Non-published Listings: A Non-published telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records.

SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.4 Directory Listings (Cont'd)

- C. Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

	Max Rate	
Non-published number	\$17.99	\$35.98
(per line no charge if included in Customer's original service order)		

- D. Recurring Charges: Monthly Recurring charges associated with Directory Listings are as follows:

	Max Rate	
Non-published number	\$2.99	\$5.98

SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.5 Miscellaneous Fixed Non-Recurring Charges:

		Max Rate
Change Telephone Number	\$25.00 (per line)	\$50.00
Transfer Account to New Address	\$55.00 (per line)	\$110.00
Reconnect Previous Customer	\$89.99 (per line)	\$179.98
Late Charge	1.5% (of the balance due)	
Service Order Charge	\$15.00	\$30.00
(each time changes are made to a telephone number)		

4.6 Miscellaneous Variable Non-Recurring Charges

For any incidental charges which appear on the Company's billing from the underlying carrier (e.g., directory assistance, call tracing, etc.), the charges are passed through to the Customer.

4.7 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and hospital. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.8 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

4915 Dorothy Avenue
Sarasota, Florida 34235
(888) 350-3297

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address:

Office of Regulatory Staff
Consumer Affairs Division
1401 Main Street, Suite 900
Columbia, SC 29201
Telephone No.: 803-737-5230
Toll Free No.: 800-922-1531
Fax No.: 803-737-4750

All adjustment of customer bills will conform to 26.S.C. Code Regs. 103-623.

SECTION 5.0 – LIFELINE PROGRAM

5.1 General

(A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.

(B) Lifeline is supported by the federal universal service support mechanism.

(C) Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

(D) Designated Services Available To Lifeline Customers:

- (1) Single Party Service
- (2) Local Usage
- (3) Touch Tone Services
- (4) Voice Grade Access to the Public Switched Network
- (5) Access to Emergency Services
- (6) Access to Operator Services
- (7) Access to Interexchange Services
- (8) Access to Directory Assistance
- (9)..... Toll Limitation Service at No Charge

SECTION 5.0 – LIFELINE PROGRAM (CON'TD)

5.2 Regulations

(A) General

- (1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- (2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- (3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

SECTION 5.0 – LIFELINE PROGRAM (CON'TD)

Regulations (Cont'd)

(A) General (Cont'd)

- (5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
- (6) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (7) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.
- (8) At no time shall a customer's Lifeline rate go below zero.

5.3 Eligibility

- (A) Customers are eligible if they participate in at least one of the following programs:

Supplemental Nutrition Assistance Program (SNAP)
Medicaid
Temporary Assistance to Needy Families (TANF)

SECTION 5.0 – LIFELINE PROGRAM (CON'TD)

5.4 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) When a customer is determined to be ineligible as a result of an annual verification, the Company will contact the customer in a letter separate from the bill. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

SECTION 5.0 – LIFELINE PROGRAM (CON'TD)

5.5 General

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges are applicable for installing or changing Lifeline service.
- (C) Link-Up connection assistance may be available for installing or relocating Lifeline service.
- (D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- (E) The total Lifeline credit consists of one federal credit plus one (1) Company credit
 - (1) Federal credit
 - Monthly Credit
 - All programs, one per Lifeline service \$10.00
 - (2) Company credit
 - All programs, one per Lifeline service \$ 3.50

SECTION 6.0 – LINK-UP PROGRAM

6.1 General

- (A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996.
- (B) Link-Up is supported by the federal universal service support mechanism.
- (C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

6.2 Regulations

(A) General

- (1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
- (2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- (3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.
- (4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.
- (5) The total tarified charges for connecting service, including service and other installation charges, are considered in the credit calculation.

SECTION 6.0 – LINK-UP PROGRAM (CONT'D)

Regulations (Cont'd)

(B) Eligibility

- (1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth below:

Supplemental Nutrition Assistance Program (SNAP)
Medicaid
Temporary Assistance to Needy Families (TANF)

- (2) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

(C) Certification

Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Link-Up eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Link-Up feline credit will be provided on a going forward basis.

6.3 Rates and Charges

- (A) The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

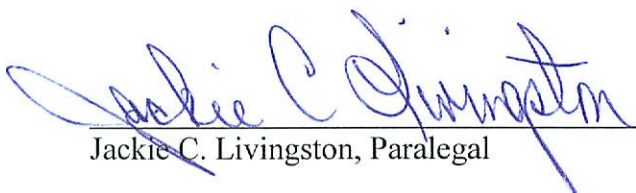
RE: Application of Safari Communications, Inc. for
Designation as an Eligible Telecommunications Carrier

DOCKET NO.: 2010-

PARTIES SERVED: C. Dukes Scott, Esquire
Office of Regulatory Staff
P. O. Box 11263
Columbia, SC 29211

PLEADING: APPLICATION

August 10, 2010



Jackie C. Livingston, Paralegal